

**DECLARATION**

I, K. Richard Jenkins, hereby declare under penalty of perjury that:

1. I am President of Educational Media Foundation, a non-commercial educational institution organized under the laws of the State of California, and proposed assignee of the license for AM broadcast station KRDG at Redding, California.

2. On behalf of Educational Media Foundation, I hereby certify that it will operate KRDG as a non-commercial educational broadcast station upon receipt of FCC approval and consummation of the assignment contemplated through the attached application.

  
K. Richard Jenkins, President  
Educational Media Foundation, Inc.

Dated: July 5, 1991

Internal Revenue Service  
District Director

Department of the Treasury

RECEIVED MAY 20 1987

P O BOX 36001 STOP SF-4-4-46  
SAN FRANCISCO, CA 94102

Date: MAY 21, 1987

EDUCATIONAL MEDIA FOUNDATION  
50 MARK WEST SPRING RD 3  
SANTA ROSA, CA 95401

Employer Identification Number:  
94-2816342  
Case Number:  
957051001  
Contact Person:  
ROLAND FORTIER  
Contact Telephone Number:  
(415) 556-0319

Our Letter Dated:  
Oct. 28, 1983  
Caveat Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

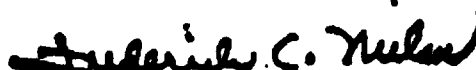
Grantors and contributors may rely on this determination until the Internal Revenue Service publishes a notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Frederick C. Nielsen  
District Director

Commission Use Only

File No.

BAL-~~910710~~EA  
910710 EG

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3060-0031  
Expires 6/30/89

**APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE**

(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

**Section I**

**GENERAL INFORMATION**

**Part I — Assignor**

**1. Name of Assignor**

Prather-Breck Broadcasting Inc. of Redding

Street Address

City

4432 Tralee Lane Redding

State

Zip Code

Telephone No.

(include area code)

CA

96001

(916) 244-3705

**2. Authorization which is proposed to be assigned**

(a) Call letters

Location

KRDG (AM)

Redding

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. \_\_\_\_\_ the showing required by Section 73.3597.

**3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:**

N/A

**4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?**

☒ YES ☐ NO

If No, attach as Exhibit No. \_\_\_\_\_ an Ownership Report supplying full and up-to-date information.

**5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.**

**6. State in Exhibit No. \_\_\_\_\_ whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.**

N/A

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. \_\_\_\_\_ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

**Section I****GENERAL INFORMATION****Part II — Assignee**

1. Name of Assignee Educational Media Foundation, Inc.

Street Address (or other identification)

City

2290 Airport Boulevard Santa Rosa

State

Zip Code

Telephone No.

CA

95403

(Include area code)

(707) 528-9236

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. \_\_\_\_\_.

**Section II****ASSIGNEE'S LEGAL QUALIFICATIONS**

1. Assignee is:

☐ an individual

☐ a general partnership

☐ a limited partnership

☒ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. \_\_\_\_\_ the nature of the applicant.

**CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS**

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ ☐

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ ☒

If Yes, provide particulars as Exhibit No. \_\_\_\_\_.

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. \_\_\_\_\_, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

## ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

**INSTRUCTIONS:** If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
K. Richard Jenkins 2016 Dennis Lane Santa Rosa, CA 95403	President	X		Non-profit, Non-stock Corporation
Carole Garvin 9201 Lakewood Drive Windsor, CA 95492	Director	X		
Dick Swain 393 Gate Way Santa Rosa, CA 95401	Director	X		
Kirt Kisling 3323 Parkerhill Road Santa Rosa, CA 95404	Director	X		
Tim Delaney 5364 Marigold Santa Rosa, CA 95403	Director	X		

## ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

## PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
		(c)		
(a)	(b)			(d)



## ASSIGNEE'S LEGAL QUALIFICATIONS

YES NO

5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? ☐ YES ☒ NO
- (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? ☐ YES ☒ NO

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. \_\_\_\_\_, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

## OTHER BROADCAST INTERESTS

6. Does the applicant or any party to this application have any interest in or connection with the following?
- (a) an AM, FM or TV broadcast station? ☒ YES ☐ NO
- (b) a broadcast application pending before the FCC? ☒ YES ☐ NO
7. Has the applicant or any party to this application had any interest in or connection with the following:
- (a) an application which has been dismissed with prejudice by the Commission? ☐ YES ☒ NO
- (b) an application which has been denied by the Commission? ☐ YES ☒ NO
- (c) a broadcast station, the license which has been revoked? ☐ YES ☒ NO
- (d) an application in any Commission proceeding which left unresolved character issues against the applicant? ☐ YES ☒ NO
- (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. 2, the following information:
- (i) Name of party having such interest;
- (ii) Nature of interest or connection, giving dates;
- (iii) Call letters of stations or file number of application, or docket number;
- (iv) Location.
8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? ☐ YES ☒ NO
- (b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? ☐ YES ☒ NO

If the answer to (a) or (b) above is Yes, attach as Exhibit No. \_\_\_\_\_, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

## OWNERSHIP AND CONTROL

YES NO

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ ☒

If Yes, provide particulars as Exhibit No. \_\_\_\_\_.

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☐ ☐

If No, attach as Exhibit No. \_\_\_\_\_ a full explanation. "N/A - No such agreements"

## Section III

## ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐☒ ☐

## SECTION IV

## ASSIGNEE'S PROGRAM SERVICE STATEMENT

## FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. 3 a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

## FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.
- State in Exhibit No. \_\_\_\_\_ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
  - Describe in Exhibit No. \_\_\_\_\_ the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
  - List in Exhibit No. \_\_\_\_\_ typical and illustrative programs or program series (*excluding Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.
3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (*see definitions in instructions*). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS ( <i>Exclusive of Sports and Entertainment</i> )	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: \_\_\_\_\_
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): \_\_\_\_\_
- (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: \_\_\_\_\_
6. State in Exhibit No. \_\_\_\_\_, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

**SECTION V**

**ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

**YES NO**

1. Does the applicant propose to employ five or more fulltime employees?

☐ ☒

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 398-A).

**SECTION VI**

**Part I — Assignor**

**ASSIGNOR'S CERTIFICATION**

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The **ASSIGNOR** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNOR** represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination or any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNOR** has a continuing obligation to advise the Commission through amendments, of any substantial and significant changes in the information furnished.


**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 8th day of July, 1991

Prather-Breck Broadcasting Inc. of Redding

Name of Assignor

  
Signature

President

Title

**SECTION VI**

**Part II — Assignee**

**ASSIGNEE'S CERTIFICATION**

The **ASSIGNEE** hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The **ASSIGNEE** acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The **ASSIGNEE** represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the **ASSIGNEE** has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

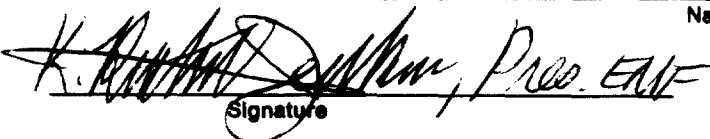
**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this        8th    day of        July                    1991

Educational Media Foundation, Inc.

Name of Assignee

 K. B. Smith, Pres. EMF

Signature

President

Title

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT  
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBIT NO. 1  
Educational Media  
Foundation, Inc.  
FCC Form 314  
Section I, Part I  
Item No. 5

ASSET PURCHASE AGREEMENT



## ASSET PURCHASE AGREEMENT

Agreement made this 27th day of June, 1991, by and between EDUCATIONAL MEDIA FOUNDATION, INC., a non-profit educational corporation organized pursuant to the laws of the State of California, (hereinafter referred to as "Buyer"), PRATHER-BRECK BROADCASTING INC. OF REDDING, a California corporation (hereinafter referred to as "Seller"), and Jeffrey Broadcasting Corp., a California corporation (hereinafter referred to as "Jeffrey") each appearing through its duly authorized officer,

### WITNESSETH:

WHEREAS, Seller is the owner, operator and licensee of AM broadcast station KRDG, Redding, California (the "Station") under authority of a license (the "License") issued by the Federal Communications Commission ("FCC" or "Commission"); and,

WHEREAS, Seller desires to sell and Buyer desires to purchase the property, assets and rights belonging to, used in, or to be used in the business and operation of the Station, pursuant to the terms and conditions hereof; and,

WHEREAS, such sale and purchase, as contemplated by this Agreement, is subject to and conditioned upon the prior consent of the FCC to the terms and conditions hereof and the assignment of the License; and,

WHEREAS, Seller agrees to negotiate and execute prior to Closing (as defined herein) a lease agreement, satisfactory to Buyer, pursuant to which Buyer will lease the land more fully described in Exhibit 4, attached hereto, for its use as a tower site for the Station (the "Tower Site Lease");

WHEREAS, Jeffrey is a creditor of Seller and currently has a lien on the real property upon which the Tower Site is located (the "Tower Site Lien"), and in consideration of the payments described herein, Jeffrey will release such lien at Closing.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Assets Sold and Purchased .

On the date of the Closing of this Agreement, as provided for in Section 3 below (the "Closing Date"), Seller shall sell, transfer, assign and convey, or cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer shall purchase, subject to the terms and conditions set forth below, the following assets and properties:

(a) The License and all other FCC licenses and authorizations for the operation of the Station as set forth in Exhibit 1 hereto, and any and all other licenses, rights, permits and authorizations used or useful in connection with the operation of the Station.

(b) All of the fixed, tangible assets belonging to or used in the business and operation of the Station as listed in Exhibit 2 hereto, including all miscellaneous test equipment, spare parts, record library, and studio equipment presently owned by Seller and related to the operation of the Station, together with any replacements thereof, or additions thereto made in the ordinary course of business between the date hereof and the

Closing Date, free and clear of all liens, claims, security instruments and encumbrances of any kind whatsoever.

2. Purchase Price and Method of Payment.

The total consideration for all of the assets sold and purchased, as described in Section 1 above, shall be FORTY SIX THOUSAND (\$46,000) DOLLARS, which shall be paid to Jeffrey, by Buyer as follows:

(a) Contemporaneously with the signing of this Agreement, or before, Buyer shall deliver or shall cause to be delivered to a bank mutually acceptable to Seller and Buyer ("Escrow Agent"), an earnest money deposit in the amount of ONE THOUSAND (\$1,000) DOLLARS, to be held by Escrow Agent for disbursement to Jeffrey on the date on which FCC approval of the terms and conditions hereof and of the assignment contemplated herein ("FCC approval") becomes "final", as defined in Section 10 hereof, in accordance with the Escrow Agreement attached hereto as Exhibit 3. The balance of the purchase price, totalling FORTY FIVE THOUSAND AND NO/100 (\$45,000) DOLLARS, shall be paid by Buyer to Jeffrey as follows:

(1) Within sixty (60) days of the date on which FCC approval becomes "final", as defined in Section 10 hereof, Buyer shall pay to Jeffrey, by cashier's check or certified money order, the sum of FIVE THOUSAND (\$5,000) DOLLARS.

(2) Within EIGHT (8) months of the date on which FCC approval becomes "final", as defined in Section 10 hereof, Buyer shall pay to Jeffrey, by cashier's check or certified money order, the sum of FIVE THOUSAND AND NO/100 (\$5,000) DOLLARS.

(3) Within TWELVE (12) months of the date on which FCC approval becomes "final", as defined in Section 10 hereof, Buyer shall pay to Jeffrey, by cashier's check or certified money order, the sum of FIVE THOUSAND AND NO/100 (\$5,000) DOLLARS.

(4) The balance of the purchase price, totalling THIRTY THOUSAND AND NO/100 (\$30,000) DOLLARS, shall be paid by Buyer to Jeffrey in three (3) equal installments of TEN THOUSAND AND NO/100 (\$10,000) DOLLARS, on the third, fourth, and fifth annual anniversaries of the date on which FCC approval becomes "final", as defined in Section 10 hereof.

No interest shall accrue on the above-described payments due from Buyer at any time during the payment term contemplated hereinabove.

### 3. Closing.

(a) The closing of this Agreement (the "Closing") shall take place within ten (10) days after the date on which the FCC approval becomes "final", as defined in Section 10 hereof (the "Closing Date") at such place and time as the parties may select.

(b) At the Closing, Seller shall deliver to Buyer:

(1) Assignments, in customary form and substance, transferring the License and other related authorizations to Buyer, as listed in Exhibit 1 hereto.

(2) A Bill of Sale, and all other appropriate documents and instruments, in customary form and substance, assigning to Buyer good and marketable title to all assets, property, and rights conveyed hereunder, including those assets

listed in Exhibit 2 hereto, free and clear of all liens, claims, security instruments and encumbrances of any kind whatsoever.

(3) Such other documents as Buyer may reasonably require to effectuate the sale of the Station, the License, and other assets contemplated by this Agreement.

(c) At the Closing, Jeffrey shall execute and deliver to Seller a full release and satisfaction of the Lien in form and substance satisfactory to Seller (the "Lien Release").

#### 4. Representations and Warranties of Seller.

As a material inducement to Buyer to enter into and execute this Agreement, Seller hereby represents, warrants and covenants as follows:

(a) Seller knows of no reason why the FCC would not approve an application for the assignment of the license of the Station.

(b) The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Seller.

(c) Exhibit 2, attached hereto, is a true, complete and accurate list of the fixed, tangible assets belonging to or used or to be used in the business and operation of the Station. Seller has, and as of the Closing Date will have, and will convey to Buyer, good and valid title to all such properties, equipment and assets acquired by Seller subsequent to the date hereof for use in the business or operation of the Station, free and clear of any and all liens, charges, assessments, taxes, mortgages, pledges, conditional sale agreements, security agreements and

encumbrances of any kind. All such properties, equipment and assets to be sold hereunder are transferable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer.

(d) All transmission equipment and other broadcast equipment to be transferred to Buyer hereunder will be as of the Closing Date, and excluding normal wear and tear, in good condition and in compliance with the applicable rules of the FCC.

(e) No employees of the Station have or will on the Closing Date have contracts of employment.

(f) The FCC Licenses to be assigned to Buyer hereunder are, and will be as of the Closing Date, valid and existing authorizations in every respect for the purpose of operating the Station, and are and will be, unimpaired by any acts or omissions of Seller, its employees or agents. All applications, reports and other disclosures required by the FCC with respect to the Station have been, and will be as of the Closing Date, duly filed.

(g) On the date of execution of this Agreement, no insolvency proceedings of any character are pending, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Seller or any of its assets or properties, and Seller has made no assignment for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceeding. Should Seller seek protection from its creditors

under any Chapter of the Bankruptcy Act, Buyer shall be notified, in writing, within three (3) days of the filing of any petition with a Bankruptcy Court of the United States. Such filing shall not terminate Buyer's obligation to comply with its obligations under this Agreement, provided the Court authorizes and approves the purchase and sale contemplated herein.

(h) There is as of the date of execution of this Agreement, and shall be as of the Closing Date, no judgment pending against Seller, and, there is and shall be no litigation, complaint, proceeding or investigation by or before the FCC or by or before any other governmental agency with respect to the Station which might result in any material adverse change in the business or prospects or condition (financial or otherwise) of the Station or which would affect the right, title or interest of Seller in the property and assets to be transferred hereunder or which would affect the ownership, use or possession of the Station or any of such property or assets by Buyer. Seller does not know and has no reasonable grounds to know of any basis for any such litigation, proceedings or investigation.

(i) There is presently in force fire, casualty and liability insurance with respect to the properties and assets to be transferred and conveyed hereunder and the business and operation of the Station, and Seller shall maintain or cause to be maintained such insurance as is now in force until the Closing Date.

(j) No representation or warranty by Seller in this Agreement and no information furnished or to be furnished by

Seller to Buyer regarding Seller or the Station contains or will contain any untrue statement of material fact, or omits will omit any material fact necessary to ensure that the statements contained herein are not misleading in any material sense.

(k) The foregoing representations and warranties are made by Seller with the knowledge and expectation that Buyer is placing complete reliance thereon in entering this Agreement.

**5. Representations and Warranties of Buyer.**

Buyer hereby represents, warrants and covenants that:

(a) Buyer is now and will be at the time of the Closing a corporation, duly organized, validly existing and in good standing under the laws of the State of California.

(b) The execution, delivery and consummation of this Agreement has been duly authorized by the Board of Directors of Buyer and no further authorization, approval or consent is required.

(c) The execution, delivery and consummation of this Agreement will not conflict with any provision of the By-Laws or Articles of Incorporation of Buyer.

(d) Buyer knows of no reason why the FCC would not approve an application for the assignment of the License of the Station to it or why Buyer could not legally operate the Station following the Closing.

(e) There are not and will not be as of the Closing Date, any agreements, contracts, understandings, or commitments which do or will restrain or inhibit the rights of Buyer to enter into this Agreement, to make the representations and warranties



provided herein, or to consummate any of the transactions contemplated hereby.

6. Survival of Warranties.

All representations, warranties and covenants made by Seller and Buyer hereunder shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either party hereto and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

7. Risk of Loss.

The risk of loss or damage to any of the assets to be sold and purchased pursuant to this Agreement shall be upon Seller at all times prior to the Closing. In the event of any loss or damage occurring, Seller shall use the proceeds of any insurance policy covering such loss to repair, replace or restore any such loss prior to the Closing Date. If restoration of such damage or loss is not fully completed by the Closing Date, Buyer may, at its option, extend the Closing Date. If Seller fails to fully restore the loss or damage by the applicable extension date, Buyer may, at its option, either terminate the Agreement or proceed to close this Agreement, in which event Seller shall pay or assign to Buyer the proceeds from any insurance policies covering the Station assets to the extent such proceeds are received or payable to Seller.

8. Actions Pending Closing.

Pending the Closing of this Agreement, Seller shall: